

BID OPENING

CITY OF SAN JOSE

OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk

2010 MAR 25 P 2:53

City Clerk
Time Stamp

TOTAL BASE BID 774,525

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, March 25, 2010

Project Manager: Jesse Estolano – 793.4121

University Avenue Sanitary Sewer Replacement

BIDDER NAME: DARCY & HARTY CONSTRUCTION

Bond ☒ Cashier's Check _____

Addendums Included () 1, 2

YES ☒ NO _____

Non-Collusion Affidavit

YES ☒ NO _____

BIDDERS

March 19, 2010

Subject: Addendum 2 to the Plans and Specifications for University Avenue Sanitary Sewer Replacement

Page 7

REVISED SCHEDULE OF QUANTITIES

PROJECT: UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT

CONTRACTOR:

DIARY AND HARTY CONSTRUCTION INC

PROJECT I.D.

5509

| ITEM NO. | SPEC. SECT. | ITEM DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENSION |
|----------|-------------|--|------|-----------|-------------|-------------|
| 1.a | 5-2 | Street Clean-Up (minimum of \$400 per day) (Revocable) | Day | 30 | \$400.00 | \$12,000.00 |
| 1.b | 5-2 | Street Clean-Up (Additional unit price above minimum price listed in Item No. 1.a above) (Revocable) | Day | 30 | 1 | 30 |
| 2. | 11-1 | Mobilization | L.S. | 1 | 15,000 | 15,000 |
| 3. | 12-1 | Traffic Control | L.S. | 1 | 6,000 | 6,000 |
| 4.a | 12-2 | Police Officers (minimum of \$48.00/hour) (Revocable) | Hr. | 100 | \$48.00 | \$4,800.00 |
| 4.b | 12-2 | Police Officers (Additional unit price above minimum price listed in Item No. 4.a above) (Revocable) | Hr. | 100 | 1 | 100 |
| 5. | 15-1.2 | Additional Potholing Existing Utilities (Revocable) | Ea. | 9 | 200 | 1,800 |
| 6. | 15-2 | Utility Conflict (Revocable) | F.A. | 1 | \$20,000.00 | \$20,000.00 |
| 7. | 25-1 | Additional Backfill Material (Revocable) | Ton | 95 | 10 | 950 |
| 8. | 39-1 | Additional Asphalt Concrete Pavement (Revocable) | Ton | 45 | 60 | 2,700 |
| 9. | 81-2 | Install Survey Monument | Ea. | 3 | 900 | 2,700 |
| 10. | 94-4 | Emulsion Slurry Seal | S.F. | 292,250 | 0.18 | 52,605 |
| 11. | 1301-5 | Geotextile (wrapped pipe) | L.F. | 2,340 | 2 | 4,680 |
| 12. | 1301-6 | Bedding Stabilization Material (Revocable) | Ton | 70 | 10 | 700 |
| 13. | 1302-2 | 6-inch Dia. Extra Strength VCP | L.F. | 2,160 | 175 | 378,000 |
| 14. | 1302-3 | Trench Sheet piling, Shoring, and Bracing | L.S. | 1 | 21,000 | 21,000 |
| 15. | 1302-5 | Sanitary Sewer Lateral Verification (Revocable) | Ea. | 21 | 50 | 1,050 |
| 16. | 1302-6 | Reconnect Existing Sanitary Sewer Lateral | Ea. | 43 | 100 | 4,300 |
| 17. | 1302-6 | Replace/Extend 4-inch Sanitary Sewer Lateral (Revocable) | L.F. | 200 | 60 | 12,000 |
| 18. | 1302-6 | Additional 4-inch Sanitary Sewer Lateral (Revocable) | F.A. | 1 | \$25,000.00 | \$25,000.00 |
| 19. | 1302-7 | Standard Sanitary Sewer Cleanout (Revocable) | Ea. | 25 | 400 | 10,000 |
| 20. | 1305-1 | New Standard Sanitary Sewer Manhole (D11) | Ea. | 3 | 3,500 | 10,500 |
| 21. | 1308-1 | Cleaning and Inspection of Sanitary Sewer Laterals | Ea. | 43 | 60 | 2,580 |
| 22. | 1501-3.2 | Trial Diversion (Revocable) | L.S. | 1 | 500 | 500 |
| 23. | 1501-3.2 | Diversion and/or Pumping of Sewage Flows | L.S. | 1 | 3,000 | 3,000 |
| 24. | 1501-4 | Existing Sewer Lateral Reinstatement | Ea. | 148 | 50 | 7,400 |
| 25. | 1501-6 | Point Repair for 6-inch VCP (Revocable) | L.F. | 200 | 120 | 24,000 |
| 26. | 1501-7 | Remove Manhole Rungs (Per Each Manhole) | Ea. | 21 | 150 | 3,150 |
| 27. | 1501-8 | Cleaning and Inspection of Pipelines | L.F. | 5,390 | 2 | 10,780 |
| 28. | 1502-1.8 | Installation of CIPP Liner in 6-inch VCP Sanitary Sewer | L.F. | 5,390 | 20 | 107,800 |
| 29. | 1503-9 | Manhole Rehabilitation | Ea. | 21 | 1,400 | 29,400 |
| TOTAL | | | | | | 774,525 |

NONCOLLUSION AFFIDAVIT

Project Title: **UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

_____, being first duly sworn, deposes and says that he/she is

(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on March 25, 2010

D'Arcy Henry Cosmione
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 6158191210

Expiration Date: 4/15/10

State Contractor Lic. No.: 1174146

Classification: A

Expiration Date: 5/31/2011

Federal I. D. No.: 94-3990812

Address: 1300 CARROLL AVE

SAN FRANCISCO

CA 94124

By: [Signature] Telephone: (415) 822-5200

Title: MICHAEL D'ARCY, PRESIDENT

NOTARY

On MARCH 5, 2010 before me, MARYANN WORMAN, NOTARY PUBLIC, personally appeared

(name and title of officer)

MICHAEL D'ARCY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

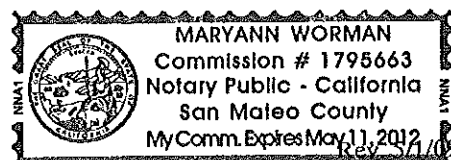
Signature _____

Notary Public

(Seal)

30PROPSL.doc
PROJECT I.D. 5509

Page 3 of 3
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BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, D'ARCY & HARTY CONSTRUCTION, INC. as PRINCIPAL, and THE GUARANTEE COMPANY OF NORTH AMERICA, a corporation duly organized under the laws of the State of MICHIGAN and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF AMOUNT BID DOLLARS (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on March 25, 2010 for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 5TH
day of MARCH, 20 10.

PRINCIPAL

SURETY

D'ARCY & HARTY CONSTRUCTION, INC.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Legal Company Name

Legal Company Name

Indicate Type of Entity

By MICHAEL D'ARCY
Title: PRESIDENT

By GREG MCCARTNEY
Title: ATTORNEY-IN-FACT

By
Title:

By
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

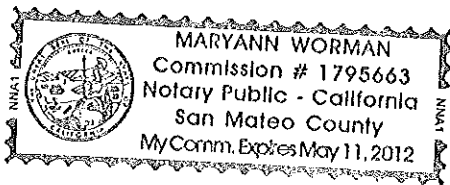
State of California

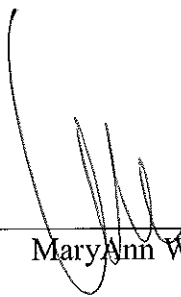
County of San Mateo

On March 5, 2010 before me, *MaryAnn Worman, Notary Public* personally appeared *Greg McCartney (x)* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




MaryAnn Worman, Notary Public

Optional Information

Though law does not require the information below, it may prove valuable to person(s) relying on the document and could prevent fraudulent reattachment of this form.

The signer claims to be the attorney-in-fact of the company executing the attached document.

Any inquiries regarding the preparation of this document should be directed to:

James E. McGovern, Inc.
1625 El Camino Real
Belmont, CA 94002
(650) 593-8216



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Gregory McCartney, Steve Suissa
James E. McGovern, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner -- Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 26th day of August, 2009.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak
Stephen C. Ruschak, Vice President

Randall Musselman
Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 26th day of August, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of March, 2010.



Randall Musselman
Randall Musselman, Secretary

March 10, 2010

**ADDENDUM NO. 1
TO
THE PLANS AND SPECIFICATIONS
FOR
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

IMPORTANT

THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

D'Arcy Harry Cast, Inc
Bidder's Name

Approved By:

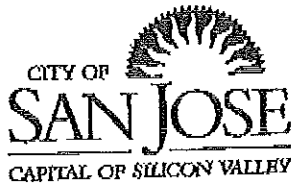
[Signature]
Signature and Title of Bidder

[Signature]
TIMM BORDEN
Deputy Director of Public Works Department

Date

3/25/10

THIS ADDENDUM CONTAINS 2 PAGES



Department of Public Works
TRANSPORTATION AND HYDRAULICS SERVICES DIVISION

March 19, 2010

**ADDENDUM NO. 2
TO
THE PLANS AND SPECIFICATIONS
FOR
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following clarifications, revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

IMPORTANT

THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

DARYL MARY CUNSTON
Bidder's Name

Approved By:

[Signature]
Signature and Title of Bidder

[Signature]
TIMM BORDEN
Deputy Director of Public Works Department

3/25/2010
Date

THIS ADDENDUM CONTAINS 7 PAGES